

Dr. David F. Grace Superintendent

## Lincoln School District 156

410 WEST 157TH STREET CALUMET CITY, ILLINOIS 60409-4798

(708) 862-6625 DOCKET FOR (708) 862-1227 (Fax) DOCKET FOR (70P) ORIGINAL RECEIVED & INSPECTED

0.07202000

FCC - MAILROOM

E-mail: drgrace@L156.org

REF: Docket No. 02-6

Dear Sirs:

I am: Rose Jordan,

The: Technology Coordinator
Of: Lincoln School District 156

410 157th Street

In: Calumet City Illinois 60409

Billed Entity 69221

Application Number 470860000557067

Phone: (708) 862-6620 (press Zero) for Operator

Fax: (708) 862-1510

We are sending this "Request of Review" in Appeal of Funding Year 2006. FRN 1435868 & FRN 1435916 and FRN 1435552 were denied for the stated reason of "before the 28 day window". One FRN was an annual renewal of a three year contract and the other was a continuation renewal contract. The date of signature of renewal was 12/14/05. The date of our 470 Application 470860000557067 (on-line) posting was 1/10/2006. Almost 1 month later!!!!!! It wasn't even in the window of application for the 28 day bid process.( as you will see in the attachments).

We are very dependent on our T-1 communication ability to provide us with Internet privileges. We could not afford for a laps in services due to renewal down time. Also please be aware the Illinois Bell recently changed their name to SBC of Illinois but has kept the same SPIN number.

Please evaluate and re-assess our funding statues.

For any needed information please do not hesitate to call.

Sincerely

Rose Jordan

Supervisor of Fechnological Support and Survices Lincoln Elementary SD 156 410 157th Street Calumet City, GL 60409

708-862-6620

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Custom DS1 Service Agreement FRW 1435 868.

Order Type ☐ New Install ☑ Re	newal								
Requested Installation Date									
☑ Term Payment Plan/Monthly Ch	arge: 36 Months	☐ Term Payment Plan/Monthly Charge: 60 Months							
LDCs @ \$112.50 ea x 1 (Qty) =	\$112.50 Subtotal	LDCs @ \$98 ea x (Qty) = Subtotal							
CMTs @ \$18.75 ea x 2 =	37.50 Subtotal	CMTs @ \$13.50 ea x 2 = Subtotal							
CM @ \$6.50 ea x 20 (Qty) =	130.00 Subtotal	CM @ \$5.65 ea x (Qty) = Subtotal							
Or ≥ 20 miles \$6.50 X 20 =	\$130.00 Subtotal	Or ≥ 20 miles \$5.65 X 20 = <u>\$113.00 Subtotal</u>							
	Total: \$280.00	Total:							
Nonrecurring Service Charges Waived \$ Circuit Location Addresses: 160 N. LaSalle, Chicago, Illinois LSO 312-368 DHZA 456764 410 157 <sup>th</sup> , Calumet City, Illinois LSO 708-862  Your signature acknowledges that you understand and accept the terms and conditions for DS1 Service and that you are authorized to make the commitments under this Agreement.									
Authorized Customer Signature  Print Name and Title  Date	From	SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES  Authorized AT&T Signature  TED LETAN - Am  Print Name and Title  Date							
Lincoln Elementary School District Company Name 410 157th Billing Address	156								
Calumet City, Illinois 60409									
City, State, Zip		·							
708-Z33-5185 Existing Billing Account Number (if	applicable)								
Sales information		Order Information							
Channel: Direct Sale	\$	Order Center: ☐ AIPC ☒ ABSC							
Name: Ted Lekan		Center Location:							
Phone: 708-444-13	05	Promotion Code: ☐ ISBE36 ☐ ISBE60							
Fax:									

Order Type   New Install   Re	enewał					
Requested Installation Date						
☑ Term Payment Plan/Monthly Ch	narge: 36 Months	☐ Term Payment Plan/Monthly Charge: 60 Months				
LDCs @ \$112.50 ea x 1 (Qty) =	\$112.50 Subtotal	LDCs @ \$98 ea x (Qty) =	Subtotal			
CMT's @ \$18.75 ea x 2 =	37.50 Subtotal	CMTs @ \$13.50 ea x 2 =	Subtotal			
CM @ \$6.50 ea x 20 (Qty) =	130.00 Subtotal	CM @ \$5.65 ea x (Qty) =	Subtotal			
Or ≥ 20 miles \$6.50 X 20 =	\$130.00 Subtotal	Or ≥ 20 miles \$5.65 X 20 = §	\$113.00 Subtotal Total:			
	Total: \$280.00	Т				
Nonrecurring Service Charges W	/aived \$					
Circuit Location Addresses: 160	N. LaSalle, Chicago, II	llinois LSO 312-368 DHZA 486460				
410	) 157 <sup>th</sup> , Calumet City, Ili	linois LSO 708-862				
Authorized Customer Signature	Of BCE	Authorized AT&T Signature  TED LEKA	n - Am			
Print Name and Title  2/13/95		Print Name and Title  12/14/05				
Date		Date				
Lincoln Elementary School District Company Name	156					
410 157th						
Billing Address						
Calumet City, Illinois 60409						
City, State, Zip						
708-Z33-0007 Existing Billing Account Number (in	f applicable)					
			The state of the s			
Sales Information		Drider Information	MARCO.			
Channel: Direct Sale Name: Ted Lekan	-	Order Center: AIPC	⊠ ABSC			
Phone: 708-444-13		Promotion Code: X ISBE	66 □ ISBE60			

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CONFIDENTIAL INFORMATION

Fax:

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their compenies.

ICN DHZA 486460 Page 3 of 3 12/9/2005 lw4-12/9/2005 lw4871

FRN 143552

## SBC ISDN Prime Service Agreement

	· · · · · · · · · · · · · · · · · · ·	·						
Order Type	X New Install	Со	nversion	from M	M	Renewal	Winback	
Host/Remote or S Number Portabili	· 1 (X) NO	☐ Yes			Serving n Address:			
Term Payment Pi	<u> </u>	12 months 24 months			⊠ 36 months □	60 months		
Quantity ISDN Pr	ime Circuits:	1				•	-	
Requested Installation Date:		04	04 05					
Total Prime Mont	thly Recurring Charge:	\$ 336.68		,			<u>.</u>	
Total Prime Non-Recurring Charge:		\$ 2,000.0	\$ 2,000.00 Waived (Not Applicable on 12 or 24   Terms)			24 Mo.		
Circuit Location	CMCYILCCDS0	• .						
Address:	410 W 157 <sup>th</sup> St, Cali	umet City, I	L 60409					
Your signature acknowledges that you understand and accept the terms and conditions for SBC ISDN Prime Service and that you are authorized to make the commitments under this Order.  FOR COSTOMER  Authorized SBC Signature  Authorized SBC Signature  Print Name and Title  SBC  School District 156  Company Name  410 W 157 <sup>th</sup> St  Billing Address  Calumet City, IL 60409  City, State, and Zip Code  Existing Billing Account Number (if applicable)								
Sales Informatio	n:		Orde	er Inform	nation:			
Channel:	Telegration, Inc.		Or	der Cen	ter:	ISDN Call Center	ABSC	
Name:	Trisha Connolly	Center Location:					· · · · · · · · · · · · · · · · · · ·	
Phone:	248-614-6300		_					
Fax:	c 248-614-6315				Promotion 2FSE Code:			
Sales Code:	H542207		:					



### **Universal Service Administrative Company**

Schools & Libraries Division

#### Administrator's Decision on Appeal – Funding Year 2006-2007

September 25, 2006

Dr. David Grace Lincoln Elementary School 410 157th Street Calumet City, IL 60409

Re: Applicant Name:

LINCOLN ELEMENTARY SCHOOL

Billed Entity Number:

69221

Form 471 Application Number:

511917

Funding Request Number(s):

1435552, 1435868, 1435916

Your Correspondence Received: May 26, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s):

1435552, 1435868, 1435916

Decision on Appeal:

Dismissed

Explanation:

• As stated in the web notice regarding FY2006 Form 470-Related Procedures, USAC has reverted back to its prior practice of contacting applicants when the Form 470 number provided on the application did not support the funding request. USAC is dismissing your appeal so that your application can be re-reviewed with all others filed in the FY2006 application filing window. USAC will issue a Revised Funding Commitment Decision Letter once the re-review is complete.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter.

Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division Universal Service Administrative Company

#### SBC

## Custom DS1 Service Agreement

#### **ILLINOIS METRO**

This Agreement is entered into as of (the "Effective Date") between SBC Global Services, Inc., on behalf of SBC Illinois, an Illinois corporation ("SBC") and School District 156, 410 W 157th St, Calumet City, Il 60409 ("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

- 1. Description of Service In accordance with the terms and conditions herein, SBC shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") between the locations designated on page 3.
- 2. Term The term for providing the Service corresponds to the term payment plan selected by Customer on page 3. Upon completion of the Service term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
- 3. Rates Customer shall pay the Monthly Charge shown on page 3, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to SBC shall be made in accordance with SBC's standard billing procedures.
- 4. Applicable Tariff Regulations The general regulations of SBC under ICC No. 20 applicable to communications service apply to the DS-1 Service provided hereunder. The regulations of ICC No. 19, Part 15, Section 5 apply to the DS-1 Service provided hereunder, unless they are inconsistent with the terms of this Agreement. In the event of an inconsistency between provisions of the tariff and the terms of this Agreement, the terms of this Agreement shall control.
- 5. Installation and Cutover Consistent with the availability of certain equipment and facilities on SBC's side of the NETPOP, SBC shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If SBC's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, SBC shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse SBC for all expenses incurred in processing the order and in installing the required equipment and facilities.
- 6. Service and Maintenance Obligations SBC represents to Customer that the Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies SBC within the term, SBC shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. SBC's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides SBC with access on its side of the NETPOP so as to enable SBC to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in ICC No 20, Part 2, Section 2 and Part 15, Section 14.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SBC, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF SBC AS SET FORTH IN THIS AGREEMENT.

7. Termination for Convenience - If Customer terminates the Service prior to expiration of the term, Customer shall be liable to SBC (1) for the difference between Customer's current Monthly Charge and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the Service was provided, multiplied by the number of months that the Service was provided, and (2) for any Non-Recurring Charges waived at installation if the Service is terminated prior to completion of a minimum of 36 months on a 36- or 60-month Term. In addition to the foregoing, if Service is discontinued in the 1st through 11th months the following additional charges will apply: 40% X the prevailing 12

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#### SBC

# Custom DS1 Service Agreement ILLINOIS METRO

month rate X (12 - the number of months Service was received). Charges shall become due in full immediately upon such termination.

Service Upgrade Customer may upgrade Service to a higher speed SBC DS3 or SONET service without incurring early termination charges; provided that the Upgraded Service is (1) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (2) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Limitation of Damages - The liability of SBC for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to SBC.

- 10. Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of SBC which shall not be unreasonably withheld or delayed.
- 11. Taxes and Additional Charges Customer shall remit to SBC all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
- 12. Notices Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
- 13. Publicity Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
- 14. Severability If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- 15. Waiver Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- 16. Breach Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in defaults as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
- 17. Entire Agreement This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.
- 18. Jurisdiction Based on FCC Rules and Regulations, the attached pricing is offered via SBC's Illinois state tariff and is based on Customer's acknowledgement and certification to SBC that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the Service.

